

SERVICE: BUDGET ANALYSIS SUPPORT

The following provisions will apply to the budget analysis support service (the "Service") furnished to Buyer by Seller pursuant to this Schedule and the General Services Agreement (the "Agreement") to which it is attached and of which it forms a part:

Section 1. SCOPE OF SERVICES

Services covered under this Schedule will consist of providing support to Buyer to include, but not limited to, financial support and direction on budget analysis services.

Section 2. PRICE

Buyer agrees to pay for the Services provided by Seller in accordance with the fee schedule set forth in the Pricing Addendum attached hereto and by this reference made a part hereof.

Section 3. TERM

This Schedule will cover the period from April 1, 1997, to December 31, 1997, and will continue thereafter until canceled in writing by either party, as provided in the Agreement.

IN WITNESS WHEREOF, the parties have caused this Schedule to be executed, in duplicate, by their duly authorized representatives as of the dates set forth below.

BUYER:

Southwestern Bell Communications
Services, Inc.

By: Karl M. Swartz

Title: VP-CFO

Date: 5/21/97

SELLER:

Southwestern Bell Telephone Company *per*

By: E. J. [Signature]

Title: Div. Manager - State Regulatory
and Public Affairs

Date: 5/12/97

BUDGET ANALYSIS SUPPORT SERVICE
PRICING ADDENDUM
1997

a. The fees to be paid by Buyer for Services provided by Seller pursuant to this Schedule 119 will be as follows:

1. Budget Analysis Support (2)

Second level	\$ 155.00/hour
District level	\$ 190.00/hour
Fourth level	\$ 225.00/hour
Vice President	\$ 360.00/hour

2. Executive Director monthly support (3) \$ 225.00/hour

b. Coordinators for the Services to be provided pursuant hereto will be as follows:

Buyer: President and CEO
Southwestern Bell Communications Services, Inc.
170 East Travis, Suite 550
San Antonio, TX 78205

Seller: Area Manager-Budget Analysis
Southwestern Bell Telephone Company
One Bell Center, 39-T-5
St. Louis, Missouri 63101

BUYER: Karl M. Sney

SELLER: Janice Dwyer

DATE: 5/2/97

DATE: 5/14/97

(2) For billing purposes, the identification number will be 300-119-002.

(3) For billing purposes, the identification number will be 300-119-003.

Invoices will be due and payable net thirty (30) days from the invoice date. All late payments will be subject to a charge of 1.50% per month on the unpaid balance.

**AGREEMENT FOR THE
PROVISION OF BILL INSERT ADVERTISING SERVICE
BETWEEN SOUTHWESTERN BELL TELEPHONE COMPANY
AND
SOUTHWESTERN BELL COMMUNICATIONS SERVICES, INC.**

AGREEMENT - TABLE OF CONTENTS

		Page
Article 1	Services	3
Article 2	Choice of Law	3
Article 3	True up of Fully Distributed Cost	4
Article 4	Cure	4
Article 5	Force Majeure	4
Article 6	Invoicing	5
Article 7	Non-Waiver	5
Article 8	Insert Specifications	5
Article 9	Limitation of Liability	6
Article 10	Copyright Indemnity	6
Article 11	Reserved	7
Article 12	Buyer's Indemnification	7
Article 13	Assignment	7
Article 14	Risk of Loss	7
Article 15	Severability	7
Article 16	Taxes	7
Article 17	Warranty	8
Article 18	Headings	8
Article 19	Termination of Service	8
Article 20	Notices	8
Article 21	Entire Agreement	8
	Signature Page	9

LIST OF APPENDICES

Appendix I Bill Insert Advertising Services

LIST OF EXHIBITS

Exhibit I Bill Insert Advertising Distribution Centers

Exhibit II Folding Requirements

Exhibit III Notice and Demand List

AGREEMENT FOR THE PROVISION OF BILL INSERT ADVERTISING SERVICE

Southwestern Bell Telephone Company (hereinafter "SWBT") agrees to provide Bill Insert Advertising Service, and Southwestern Bell Communications Services, Inc. (hereinafter "Buyer") agrees to purchase said Service, in accordance with this AGREEMENT FOR THE PROVISION OF BILL INSERT ADVERTISING SERVICE (hereinafter the "Agreement").

ARTICLE 1. SERVICES

- A. This Agreement is effective _____ and will terminate on _____.
- B. The Service to be provided under this Agreement is described herein and in Appendix I attached hereto and incorporated herein by reference. The term "Service" as used in this Agreement includes the "insertion" of pre-folded printed advertising materials ("Inserts") supplied by Buyer, into SWBT's billing envelopes, and the mailing of such materials.
- C. The Service can broadly be described as the delivery of advertising and informational materials supplied by the Buyer. SWBT distribution of Inserts will be limited to the geographical areas served by SWBT.
- D. Buyer's Inserts must comply with SWBT's requirements and specifications contained in Appendix I. In addition, all Inserts must comply with SWBT's policy regarding objectionable material which is set out in article 8 of this Agreement. SWBT reserves the right to refuse any Inserts provided by Buyer that do not comply with the aforementioned requirements, specifications and policy. SWBT reserves the right to modify these requirements and specifications upon ninety (90) days written notice (See Appendix I. Sec. 2. D.).
- E. The parties acknowledge that SWBT has a limited capacity in its billing envelopes and that SWBT may not be able to accommodate all of the requests of Buyer.
- F. In addition to the Slot availability limitation described above, SWBT does not guarantee that it can distribute inserts to 100% of the end users selected by Buyer to receive a particular insert even when a Slot may be available. SWBT's billings requiring SWBT's manual processing (i.e., thick bills, held bills and reprints, etc.) will not receive Buyer's Inserts. Buyer will be charged for Inserts distributed at the rates set forth in Appendix I.

ARTICLE 2. CHOICE OF LAW

The construction, interpretation and performance of this Agreement shall be governed by the domestic laws of the State of Missouri.

ARTICLE 3. TRUE-UP OF FULLY DISTRIBUTED COST

In order to enable SWBT to comply with the rules of the Federal Communications Commission and similar state or federal requirements, compensation hereunder will be no less than SWBT's fully distributed cost of providing the such joint marketing services as determined using the fully distributed costing procedures set forth in Section V of SWBT's Cost Allocation Manual. To ensure that this requirement is met, three (3) months after the effective date of this Agreement, and on each three-month anniversary thereafter, the parties will true-up the compensation paid SWBT hereunder to ensure that SWBT has been paid no less than its fully distributed costs for its marketing and sale of CRS. SWBT agrees that its calculation of fully distributed costs shall in all respects comply with applicable regulatory requirements and specifically agrees that its calculation of such costs shall be exclusive of any costs it may incur with respect to its marketing or sale of any CPE or any third party's products or services. SWBT will maintain records of account in accordance with generally accepted accounting practices and any applicable regulatory accounting principles. SWBT will document for Buyer all fully distributed costs incurred in providing joint marketing services hereunder. Should state or federal regulatory authorities change their requirements for such record keeping or documentation, SWBT will take action to achieve compliance.

If any three-month true-up establishes that SWBT has been paid less than its fully distributed costs, then Buyer shall pay to SWBT the amount necessary to make SWBT's total compensation received equal to its three-month total fully distributed costs. Following each three-month true-up, SWBT shall also be entitled to decrease the compensation to a level more likely to match its fully distributed costs during the next three-month period.

ARTICLE 4. CURE

A party will not be deemed to be in default under any of the terms of this Agreement and a non-breaching party shall not be entitled to enforce any remedy for claimed default, unless the breaching party shall fail to cure or correct said claimed default within thirty (30) days following receipt of written notice of non-compliance from the non-breaching party. See Article 19, Termination of Service.

ARTICLE 5. FORCE MAJEURE

Neither party shall be held responsible for any delay or failure in performance of any part of this Agreement to the extent that such delay or failure is caused by fire, flood, epidemic, explosion, war, terrorist acts, riots, insurrections, explosions, earthquakes, nuclear accidents, power blackouts, strike, labor dispute, embargo, government requirement, civil or military authorities, Act of God or by the

public enemy, acts of omissions of carriers or other causes beyond their control. If any force majeure condition occurs, the party delayed or unable to perform shall give immediate notice to the other party. During the tendency of the force majeure the duties of the parties under this Agreement shall be abated and shall resume without liability thereafter.

ARTICLE 6. INVOICING

SWBT's invoice will be rendered by one or more of SWBT's seven Revenue Accounting Offices (RAO) and shall be payable as specified in Appendix I.

ARTICLE 7. NON-WAIVER

No course of dealing or failure of either party to strictly enforce any term, right or condition of this Agreement shall be construed as a waiver of such term, right or condition.

ARTICLE 8. INSERT SPECIFICATIONS

- A. Buyer agrees that Inserts are subject to final approval by SWBT for content, graphics, color scheme and data processing specifications. Buyer must provide a customer service telephone number for end user inquiries on each insert.
- B. Buyer agrees, as a condition of SWBT's performance hereunder, that SWBT will not be required to provide Services which SWBT deems harmful to its image. Inserts to end users will not be processed by SWBT under this Agreement where such Insert is for or is associated with content considered by SWBT to be objectionable. For the purposes of this agreement, "objectionable" Inserts shall be those that advertise:
 - (i) Services which explicitly or implicitly refer to sexual conduct.
 - (ii) Services which contain profane language.
 - (iii) Services which allude to bigotry, racism, sexism or other forms of discrimination.
 - (iv) Services which through advertising, content or delivery are deceptive, or that may take unfair advantage of minors or the general public.
- C. For those Slots for which SWBT has confirmed availability to Buyer, Buyer will submit rough copy and art work to SWBT sixty (60) days prior to the agreed upon starting date. SWBT will send written notice of acceptance or refusal of copy within seven (7) working days after the SWBT receives Buyers aforementioned copy. Refusals will be delivered in accordance with Article 20. Buyer will then have five

(5) working days, from SWBT's refusal of copy, to resubmit copy for approval. If SWBT refuses Buyer's insert copy for a second time, the insert in question can be further negotiated, but other buyers awaiting insert capacity in the relevant mailing may be allocated Buyer's capacity by SWBT, if in SWBT's judgment, such action should be taken to avoid potential waste of the requested capacity. Buyer will submit final copy, art work and paper sample (cut to size) to SWBT thirty (30) days prior to the agreed upon starting date. SWBT will send written notice of acceptance or refusal of copy within five (5) working days after the SWBT receives Buyer's aforementioned copy. SWBT reserves the right to refuse any aspect of an Insert that does not meet SWBT's requirements. If SWBT is unable to honor a confirmed request for service due to a regulatory requirement the sole remedy of the Buyer will be insert capacity in the next available (non-reserved capacity) mailing. Notice is to be given in accordance with Article 20. Buyer shall provide SWBT with a minimum of twenty five (25) final inserts 15 days prior to the agreed upon starting date.

ARTICLE 9. LIMITATION OF LIABILITY

Each Party's liability to the other (as distinct from a Party's obligation to pay for services provided pursuant to this Agreement) for any loss, cost, claim, injury, liability, or expense (including reasonable attorneys fees) relating to or arising out of any negligent act or omission in its performance of this Agreement (not involving gross negligence or knowing and willful misconduct) shall be limited to the amount of direct damage actually incurred. A party shall not be liable for its inability to meet the terms of this Agreement where such inability is caused by failure of the other party to provide information necessary to allow the first party to be in compliance with the obligations stated herein. Absent gross negligence or knowing and willful misconduct, neither party shall be liable to the other for any indirect, special, or consequential damage of any kind whatsoever. For purposes of the above limitation on liability in cases not involving gross negligence or knowing and willful misconduct "direct damages" are defined to be (a) in the case of SWBT's loss or damage to Buyer's Inserts resulting directly from SWBT's negligent acts, the replacement cost of such inserts or, (b) to the extent SWBT's act or omission precludes insertion of Buyer's Inserts, SWBT's charges for insertion of Buyer's Inserts.

ARTICLE 10. COPYRIGHT INDEMNITY

Buyer will be solely responsible for the content of the Inserts provided to SWBT hereunder and agrees that the copy contained in such Inserts will not infringe any trademarks, copyright or other proprietary interest of any third party. Buyer further agrees to defend any such infringement claim that may be threatened or brought against SWBT and will indemnify and hold SWBT harmless from and against any loss, damage, expense or liability (including reasonable attorneys' fees and court costs) incurred by SWBT in connection therewith.

ARTICLE 11. RESERVED

ARTICLE 12. BUYER'S INDEMNIFICATION

Buyer agrees to defend, indemnify and hold SWBT harmless (including SWBT's officers, directors and employees) from and against any and all liability, loss, damages, costs, attorneys' fees or other expenses of any kind which arise out of any claim or suit brought against SWBT by any third party, where such claim or suit arises out of or in connection with damage or injury allegedly caused by any product or service advertised in any insert; the alleged failure of Buyer to fulfill any representation or warranty contained in an insert; or otherwise alleging a claim based upon the content of an insert. Notwithstanding the above, such indemnity is conditioned upon SWBT providing Buyer timely notification of the claim or suit. SWBT will cooperate with Buyer in the defense thereof.

ARTICLE 13. ASSIGNMENT

Neither party may assign, in whole or part, any right, obligation or duty, or any other interest, hereunder without the prior written consent of the other party, which consent shall not be unreasonably withheld; provided, however, SWBT or Buyer may assign this Agreement to any present or future affiliate, subsidiary or parent corporation without the other's consent. All obligations and duties of a party to this Agreement shall be binding on all successors in interest and assigns of that party.

ARTICLE 14. RISK OF LOSS

Buyer shall bear the risk of loss or damage to its Inserts; provided, however, SWBT shall be liable to Buyer for any loss or damage to Buyer's Inserts resulting directly from SWBT's negligent acts and omissions and willful misconduct. Such liability shall be limited to the reasonable replacement cost of such Inserts.

ARTICLE 15. SEVERABILITY

If any of the provisions of this Agreement shall be found to be invalid or unenforceable, such invalidity or unenforceability shall not invalidate or render unenforceable the entire Agreement, unless the invalidity or unenforceability affects the essence of the Agreement.

ARTICLE 16. TAXES

Any tax or related charge which SWBT shall be required to pay or collect pursuant to any federal, state or local law upon or with respect to the Services provided hereunder shall be billed to Buyer as a separate item and paid by Buyer unless a valid

exemption certificate is furnished by Buyer to SWBT. Upon request of Buyer, SWBT will provide statements evidencing that such tax or related charge has been paid.

ARTICLE 17. WARRANTY

SWBT warrants to Buyer that the Services will be performed in a workmanlike manner.

ARTICLE 18. HEADINGS

The headings and numbering of Articles in this Agreement are for convenience only and shall not be construed to define or limit any of the terms herein or affect the meaning or interpretation of this Agreement

ARTICLE 19. TERMINATION OF SERVICE

Either Party may, without cause, terminate this Agreement upon ninety (90) days written notice to the other party. If either party fails to perform as described in Article 4, the non-breaching party may terminate this Agreement upon five (5) days written notice of its intent to so terminate. In addition, Buyer's rights under this Agreement will be terminated immediately upon Buyer becoming insolvent, entering bankruptcy or making any assignment for the benefit of creditors.

ARTICLE 20. NOTICES

Any notice, communication or demand which, under the terms of this Agreement or under any statute, must be made in writing by SWBT or Buyer and shall be given by personal service or by certified mail addressed to the respective parties as shown in Exhibit III.

Such notice or demand shall be deemed to have been given or made when sent or when deposited, postage prepaid via certified mail in the U.S. mail.

ARTICLE 21. ENTIRE AGREEMENT

This Agreement together with any appendices attached hereto, shall constitute a binding contract when executed by both parties. The terms and conditions contained in this Agreement shall supersede all prior oral or written understandings between the parties and shall constitute the entire agreement between them. This Agreement shall not be modified or amended, except by a written instrument signed by both parties.

IN WITNESS WHEREOF, the parties have accepted this Agreement.

SOUTHWESTERN BELL TELEPHONE COMPANY

By _____
(Signature)

NAME _____
(PRINTED)

TITLE _____

DATE _____

SOUTHWESTERN BELL COMMUNICATIONS SERVICES, INC.

By _____
(Signature)

NAME _____
(PRINTED)

TITLE _____

DATE _____

BILL INSERT ADVERTISING SERVICES

In addition to the terms and conditions set forth in the Agreement for the provision of Bill Insert Advertising Services, to which this Appendix is attached, the following provisions shall apply:

SECTION 1. SCOPE OF SERVICE

- A. The Services described in Article I of the Agreement involve the use of specialized insertion and mailing hardware, software and associated labor.
1. Buyer will provide the prefolded Inserts to the distribution centers described in Exhibit I attached hereto, no later than ten (10) days prior to the agreed upon starting date for insertion into SWBT's bills (see Art. 1.D.).
 2. Buyer's Inserts will be packed and shipped to SWBT in cartons as defined in Exhibit II, Bill Insert Packaging Specifications.
 3. Buyer must adhere to insert specifications as outlined in Exhibit II attached hereto. Damaged, wet or incorrectly folded inserts will be refused (also see Art. 1.D.).
 4. SWBT mails its billing (and can provide Insert Service based upon) a cycle of fifteen mailings, beginning with the twenty-first bill cycle, each month.
 5. SWBT will make available to the Buyer mailing segmentation options as follows: by RAO, state, NPA, NXX, business/residence customers.

SECTION 2. PRICE AND BILLING

- A. SWBT's price is \$.04 per insert for a weight sensitive distribution (when only those bills not requiring additional postage due to weight increase caused by the Insert will receive an Insert). SWBT's price is \$.075 per insert for a non-weight sensitive distribution. Upon reasonable notice, SWBT will make available for inspection by Buyer any business records which SWBT maintains in the ordinary course of its operation that will reflect the quantity of Buyer's bill inserts distributed.
- B. Billing for SWBT's services shall be on an as-completed basis. Payment due date shall be due thirty-one (31) days following the SWBT's statement of charges. If the payment date would cause payment to be due on a Saturday, Sunday or SWBT/Buyer Bank Holiday, payment for the amount due SWBT will be as follows:

1. If such payment due date falls on a Sunday or on a Holiday which is observed on a Monday, the payment date shall be the first non-Holiday day following such Sunday or Holiday.
2. If such payment due date falls on a Saturday or on a Holiday which is observed on Tuesday, Wednesday, Thursday, or Friday, the payment date shall be the last non-Holiday day preceding such Saturday or Holiday.

C. Late Payment Penalty

Any payment received by SWBT after the payment due date or any payment received in funds which are not immediately available to SWBT on the payment date will be subject to a late payment penalty. The late payment penalty shall be the portion of the Amount Due SWBT received after the payment date times a late factor. The late factor shall be twelve (12) percent per annum, or the maximum rate allowed by law in each state jurisdiction, whichever is less. If suit is instituted against Buyer to obtain payment, Buyer will be responsible for reasonable attorneys fees and expenses of litigation in addition to the payment due and late payment penalty.

Statements detailing the Amount due SWBT will be received by the Buyer at least twenty (20) days prior to the payment date to allow the Buyer adequate time to process payment. Statements not received by Buyer within this timeframe will not be subject to the late payment penalty for the number of days the statement was late. It is the Buyer's responsibility to notify the SWBT in the event that a statement was received after the specified timeframe, and to substantiate this fact if requested to do so.

- D. Notwithstanding anything contained herein to the contrary, SWBT may change the prices of its insert service upon ninety (90) days written notice prior to the effective date of such price changes to reflect increases in postal rates. Orders received by SWBT prior to announcement (notice) of an increase in prices will be honored by SWBT at the old prices, for a period of four months subsequent to the notice, for mailings within that four month period.**

DELIVERY OF INSERTS TO THE MAILING SITE(s)

(No later than 7 days prior to processing)

- Bill inserts must be shipped to arrive at the mailing sites no later than the 15th calendar day of the month in which they will be included.
- Shipments are to arrive during daytime business hours as stated below unless otherwise negotiated in advance.
- Packing slips and shipping receipts must accompany all shipments and show; the total number of pallets, number of cartons per pallet, quantity per carton, and total quantity shipped.
- SHIP TO information for bill inserts:

MO/OK/AR/KS

Bill Mailing Manager 314-340-0317
801 Chestnut Street, Room B1
Saint Louis, MO 63101
Delivery times: 7:00 a.m. to 3:00 p.m.

TEXAS

Print/Stock Manager 713-972-7528
9051 Park West, Room f1215
Houston, TX 77063
Delivery times: 7:30 a.m. to 3:00 p.m.

BILL INSERTS PROCESSED INTO CUSTOMER BILLS

The mailing sites process the inserts into customer bills during the monthly cycle. Leftover inserts will be destroyed and recycled unless otherwise directed by the insert originator.

Bill Insert Production Specifications

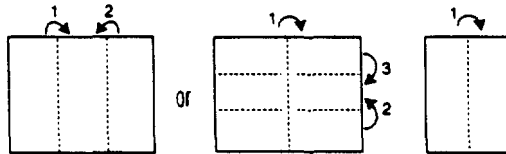
Bill Inserts must meet the following Production specifications. Failure to do so will result in refusal of the inserts. Also refer to the Packaging and Shipping requirements as they are of equal importance. Questions may be referred to Process Specialist-Information Services on 314-235-3703 or Process Specialist-Operations on 713-972-7444.

Dimensions

(In Inches)

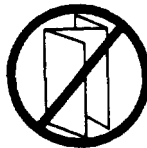
- Minimum finished size: 3-1/4" width (short edge) x 5-1/2" length (long edge)
- Maximum finished size: 3-3/4" width (short edge) x 6" length (long edge)
- Maximum thickness: 1/32"
- Finished size and weight may not vary within an order or campaign
- Maximum insert weight should not exceed .15 ounce
- Edge cuts must be clean with no curl or 'threads'
- Inserts must have straight, parallel outside edges
- In order for bill inserts to be machinable on inserting equipment, they should lay completely flat when placed on a flat surface. The corners and sides should lay flat without any warpage, bends, curls or tears in the paper.
- Folded inserts must fold on the longest edge. Accordion or Z folds cannot be accommodated on the inserting equipment. *Orientation of bill insert printing is to be consistent with longest edge.*

Correct



Incorrect

Accordion or Z folds cannot be processed.



Paper Weights

(Based on Bond Paper with Matte Finish-No Gloss)

- Single Panel - Minimum of 20 lb. bond
- One Fold, Two-Panel - Minimum of 18 lb. paper
- Multi-Panel, Multi-Fold - Minimum of 16 lb. paper

Insert Design

Inserts that target different audiences on the same subject, must have a distinctive design or color difference. For example, if an insert is basically the same for all customers with the exception of a phone number or other text geared to Business versus Residence or geographic divisions, they must be different colors or unique in design.

- No dark colors may be used for backgrounds
- No glossy finish or coating
- Folded inserts must fold along the longest edge. Orientation of bill insert printing is to be consistent with the longest edge.
- Inserts that include perforated sections, stickers, integrated labels or mail-back sections, must be pre-approved by the inserting centers. This may require testing the insert.

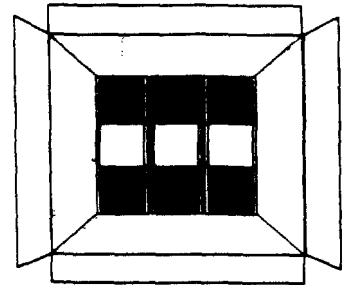
Please include a 5% overage in your insert order volume to allow for damage or other problems.

Bill Insert Packaging Specifications

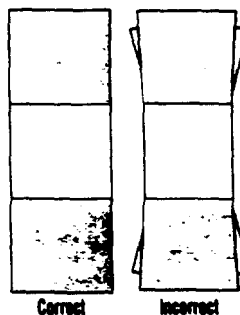
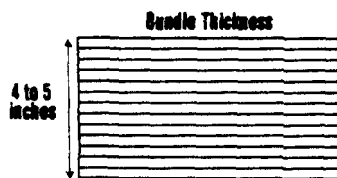
Incorrect packaging will cause insert shipments to be returned unprocessed. Therefore, to ensure the success of your insert campaign, please adhere to the requirements that follow.

Bundling and Banding

Ideally, inserts should be unbanded 4" to 5" stacks. Use of a jogger is important before placing in carton. Stacks are to be surrounded by corrugated (not chipboard) dividers. No more than two stacks are acceptable from the top of the carton to the bottom. A corrugated divider will separate top and bottom layer. No more than 6-8 individual stacks in the total carton. All inserts must be facing the same direction within each stack and each carton.

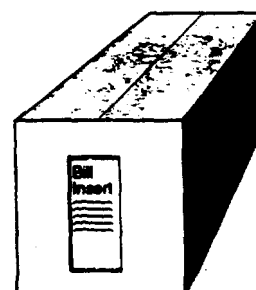


- If corrugated dividers are not available, use wide paper bands to create 4" to 5" bundles of inserts within the carton. Bundles must be:
 - Uniformly banded, all inserts facing same direction within the bundle
 - Flush on all sides, top and bottom
 - Banded tight enough to avoid slipping but loose enough to avoid warping or curling the inserts
- Do not shrink wrap or rubber band bundles - Use of any type of bundling/banding material other than that which is recommended above, will cause the shipment to be returned.
- Banding must not break during shipping



Packing Inserts Into Cartons

- Inserts must be packaged the same way within each carton.
- Bundles must be packed flat within each carton. Under no circumstances are inserts to be packed standing on end or into crevices.
- All cartons must:
 - Never be higher than length or width
 - Be sturdy enough to withstand palletization once fully packed
 - Be no more that 35 lbs. in weight
 - Contain the same quantity of inserts
 - Be customized, if necessary, to meet these requirements
- Do not over-pack cartons, creating a bulge
- On the outside of each carton, display a sample of the front of the enclosed material and the quantity in the carton

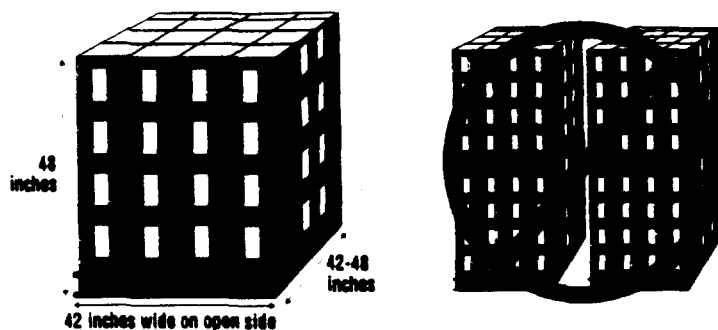


Bill Insert Shipping Specifications

The following palletization requirements are very important. Following these requirements enable Southwestern Bell Telephone Operations to manage and process your bill insert shipments. *Failure to meet these requirements will result in refusal of your shipment.*

Packing Cartons on Pallets

- Cartons must be shipped on wooden pallets, no particle board pallets, no skids
- All pallets must be 42" wide on the open side and between 42" and 48" deep



- Pallet boards must be at least 1/2" thick
- Pallet stringers must have a minimum height of 3-1/2" and a maximum height of 4-1/2"
- Overall pallet height from floor to top of cartons is not to exceed 48"
- Cartons must not extend over pallet edge
- Cartons must be stacked so as to prevent crushing, if necessary, by limiting weight and number of cartons on each pallet. Interlocking cartons will assist in stabilizing the pallet load.
- Once the cartons are loaded onto the pallet, attach additional insert samples to cartons on the perimeter of the pallet so that samples are visible on all sides, prior to shrink-wrapping the pallet.
- All pallets must be shrink-wrapped to secure cartons
- Pallets are not to be stacked on top of each other during shipping. *This will result in automatic refusal of the shipment.*

NOTICE AND DEMAND LIST

CUSTOMER

Contact Name

Title

Address

Telephone Number

SWBT

Contact Name

Title

Address

Telephone Number

DRAFT

AGREEMENT -

TABLE OF CONTENTS

	Page
I. Provision of Billing and Collection Services.....	5
II. SWBT Services.....	16
III. Rates and Charges For Services Ordered.....	19
IV. Application of Taxes to End-Users	22
V. Purchase of Accounts Receivable	27
VI. Service Center Procedural Guidelines.....	27
VII. Dispute Resolution and Audits	28
VIII. Liability and Indemnification	35
IX. Proprietary Information	38
X. Amendments; Waiver	39
XI. Assignment	39
XII. Notice and Demands.....	39
XIII. Third-Party Beneficiaries.....	40
XIV. Governing Law.....	40
XV. Force Majeure	40
XVI. Entire Agreement	40
XVII. Severability	41
XVIII. Executed in Counterparts	41
XIX. Headings	41
XX. Termination of Service	41
XXI. Certification Requirements.....	43
XXII. End-User Service Denial.....	44
XXIII. Term	44
XXIV. Customer Agency.....	45
XXV. Publicity	46
XXVI. Compliance with Law	46
XXVII. Right to Withhold	46
XXVIII. Independent Contractors	47

DRAFT

XXIX.	Remedies Cumulative.....	47
	Signature Page	47

DRAFT

LIST OF SCHEDULES

Schedule I.	Order for Billing and Collection Services
Schedule II.	Billing and Collection Services Price List
Schedule III.	Start-Up Charge
Schedule IV.	Minimum Annual Purchase of Service

LIST OF EXHIBITS

Exhibit A	Proprietary Information
Exhibit B	Billing and Collection Services Requirements Document
Exhibit C	Billing and Collection Services Invoice Billing Requirements

DRAFT

AGREEMENT FOR THE PROVISION OF BILLING AND COLLECTION SERVICES BETWEEN SOUTHWESTERN BELL TELEPHONE COMPANY AND

(Customer NAME)

This Agreement for the Provision of Billing and Collection Services
(hereinafter "Agreement") is entered into and effective this _____ day of
_____, 19____, between Southwestern Bell Telephone Company
(hereinafter "SWBT") a Corporation in good standing, organized and existing under
the laws of the State of Missouri and having its principle place of business in
St. Louis, Missouri and

(Customer's Name)

a _____
(Corporation, Partnership, Sole Proprietorship),
in good standing, organized and existing under the laws of the State of

(N/A if not a corporation)
and having its principle place of business in

(City and State)

If intrastate services are provided in the states of Kansas and/or Texas, this
Agreement shall take effect, in Kansas, upon approval of this Agreement by the
Kansas Corporation Commission, and in Texas, upon approval of this Agreement by

DRAFT

the Texas Public Utility Commission. The Customer shall request that SWBT file this Agreement with the applicable state regulatory jurisdictions for approval. It is understood by the parties that services may not be immediately initiated, but that any time, for matters such as regulatory approval of the Agreement and service start-up and testing, will be included within the term of this Agreement and that the effective date of this Agreement is not delayed or affected by the timing of actual provision of service, see: Schedule I (for term of service(s) ordered) attached hereto.

In consideration of the Customer's agreement to make payment for services as described herein and of SWBT's willingness to provide said services as described herein during the term of this Agreement, the parties agree as follows:

I. Provision of Billing and Collection Services

- A. SWBT's billing and collection services (B&C Services) shall be provided in accordance with this Agreement and any applicable tariffs. This Agreement and its Exhibits attached hereto and incorporated herein, complement such tariffs to the extent that this Agreement is not in conflict or inconsistent therewith. To the extent of any conflict or inconsistency between this Agreement (and its Exhibits) and such tariffs, the provisions of such tariffs shall control SWBT's B&C Services in that jurisdiction, unless the Agreement (and its Exhibits) are approved by the regulatory body which governs SWBT's B&C Services in that jurisdiction. In the latter event, the Agreement (and its Exhibits) shall control as authorized by any such jurisdictional regulatory body. However, it is the intention of the parties that this Agreement and its Exhibits, to the extent not in conflict with the provisions of such tariffs, are to be construed to the extent possible in harmony with any such tariffs.

DRAFT

- B. ~~When bill rendering services are ordered, the Customer will make an~~ upfront initial "start-up" payment as indicated on ~~Schedule II~~. Such payment will be included with the Customer's submission of this signed Agreement to SWBT. A separate start-up charge is associated with Invoice Billing as indicated on Schedule III. Notwithstanding the above, Customers who are renewing existing bill rendering services are not subject to additional initial start-up payments.
- C. Bill rendering services Customers will make a guaranteed minimum purchase of services from SWBT under this Agreement, see Schedule I, paragraph 5 and Schedule IV, attached hereto.
1. Calculation of the annual (consecutive 12 months) minimum purchase of services shall be based on the Customer's annual billed volumes. A comparison will be made of actual amount billed to the Customer and the minimum annual purchase of services. This comparison will be made within ninety (90) days after the completion of each year of the contract. The Customer will pay no less than the applicable yearly minimum purchase of services for that year. Should the actual annual amount billed to the Customer be less than the stated minimum annual purchase of service, an adjustment will be made to the Customer's purchase of accounts receivable.
 2. All annual billing and collection charges except 1) prior year guaranteed minimum purchase of service true-up charges, 2) Outside Collection Agency (OCA) charges and 3) quarterly uncollectible true-up charges paid by the Customer under this Agreement will be recognized in determining whether the Customer has met any annual minimum purchase of services. The Customer's billing and collection service charges shall be